SERFF Tracking #: ACEH-132180667 State Tracking #:

Company Tracking #: 19-PR-2017627

State: District of Columbia First Filing Company: Executive Risk Indemnity Inc., ...

TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations

Product Name: ForeFront Portfolio - Not For Profit Organizations

Project Name/Number: Crime Endorsements/19-PR-2017627

Filing at a Glance

Companies: Executive Risk Indemnity Inc.

Federal Insurance Company

Product Name: ForeFront Portfolio - Not For Profit Organizations

State: District of Columbia

TOI: 17.0 Other Liability-Occ/Claims Made

Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations

Filing Type: Form

Date Submitted: 12/11/2019

SERFF Tr Num: ACEH-132180667 SERFF Status: Submitted to State

State Tr Num:

State Status:

Co Tr Num: 19-PR-2017627

Effective Date On Approval

Requested (New):

Effective Date On Approval

Requested (Renewal):

Author(s): Debra Rodgers, Cheryl Oberman

Reviewer(s):

Disposition Date:
Disposition Status:
Effective Date (New):
Effective Date (Renewal):

SERFF Tracking #: ACEH-132180667 State Tracking #: Company Tracking #: 19-PR-2017627

State: District of Columbia First Filing Company: Executive Risk Indemnity Inc., ...

TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations

Product Name: ForeFront Portfolio - Not For Profit Organizations

Project Name/Number: Crime Endorsements/19-PR-2017627

General Information

Project Name: Crime Endorsements Status of Filing in Domicile: Pending

Domicile Status Comments: DE(ERII) and IN(FED) are Project Number: 19-PR-2017627

pending approval.

Reference Organization: Reference Number: Reference Title: Advisory Org. Circular:

Filing Status Changed: 12/11/2019

State Status Changed: Deemer Date:

Created By: Debra Rodgers Submitted By: Debra Rodgers

Corresponding Filing Tracking Number:

Filing Description:

Enclosed for filing are new optional endorsements to be use with our ForeFront Portfolio - Not For Profit Organizations.

Company and Contact

Filing Contact Information

Debra Rodgers, Filing Analyst drodgers@chubb.com 202 Halls Mills Road 908-572-4712 [Phone]

Whetehouse Station, NJ 08889

Filing Company Information

Executive Risk Indemnity Inc. CoCode: 35181 State of Domicile: Delaware

C/O The CT Corporation System Group Code: 626 Company Type: Stock State ID Number:

1209 Orange Street Group Name: Chubb

Wilmington, DE 19801-1120 FEIN Number: 13-2912259 (908) 572-2000 ext. [Phone]

Federal Insurance Company CoCode: 20281 State of Domicile: Indiana One American Square Group Code: 626 Company Type: Stock 202 N. Illinois St. Group Name: Chubb State ID Number:

Suite 2600 FEIN Number: 13-1963496 Indianapolis, IN 46282

Filing Fees

No Fee Required? No Retaliatory?

(908) 572-2000 ext. [Phone]

Fee Explanation:

SERFF Tracking #: ACEH-132180667 State Tracking #: 19-PR-2017627

State: District of Columbia First Filing Company: Executive Risk Indemnity Inc., ...

TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations

Product Name: ForeFront Portfolio - Not For Profit Organizations

Project Name/Number: Crime Endorsements/19-PR-2017627

Form Schedule

| Item | Schedule Item | chedule Item Form | Form | Edition | Form | n Form | Action Specific | Readability | |
|------|---------------|--|-----------------|----------------|------|--------|-----------------|-------------|-----------------|
| No. | Status | Name | Number | Date | Туре | Action | Data | Score | Attachments |
| 1 | | SPECIFIC ENTITY EXCLUSION ENDORSEMENT | 14-02-8758 | (8/2003) | END | New | | | 14-02-8758.pdf |
| 2 | | AMEND DEFINITION OF EMPLOYEE ENDORSEMENT | 14-02-8931 | (04/2008) rev. | END | New | | | 14-02-8931.pdf |
| 3 | | AMEND OTHER INSURANCE ENDORSEMENT | 14-02- 13549 | (04/2008) | END | New | | | 14-02-13549.pdf |
| 4 | | ADDITIONAL INSURED ENDORSEMENT | 14-02- 14052 | (01/2009) | END | New | | | 14-02-14052.pdf |
| 5 | | AMEND VALUATION AND FOREIGN CURRENCY SUBSECTION ENDORSEMENT | 14-02- 14223 | (04/2008) | END | New | | | 14-02-14223.pdf |
| 6 | | AMEND DEFINITION OF EXECUTIVE ENDORSEMENT | 14-02- 14272 | (06/2008) | END | New | | | 14-02-14272.pdf |
| 7 | | AMEND DEFINITION OF EMPLOYEE ENDORSEMENT (INDEPENDENT CONTRACTOR WITH SUBLIMIT AND SEPARATE RETENTION) | 14-02- 14339 | (07/2008) | END | New | | | 14-02-14339.pdf |
| 8 | | BLANKET PERSONAL ACCOUNTS COVERAGE ENDORSEMENT | 14-02- 19748 | (01/2013) | END | New | | | 14-02-19748.pdf |
| 9 | | SCHEDULED PERSONAL ACCOUNTS COVERAGE ENDORSEMENT | | (01/2013) | END | New | | | 14-02-19749.pdf |
| 10 | | NOTICE OF TERMINATION ENDORSEMENT | 14-02- 19787 | (02/2013) | END | New | | | 14-02-19787.pdf |

SERFF Tracking #: ACEH-132180667 State Tracking #: Company Tracking #: 19-PR-2017627

State: District of Columbia First Filing Company: Executive Risk Indemnity Inc., ...

TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations

Product Name: ForeFront Portfolio - Not For Profit Organizations

Project Name/Number: Crime Endorsements/19-PR-2017627

| Item | Schedule Item | Form | Form | Edition | Form | Form | Action Specific | Readability | |
|------|---------------|--|-----------------|-----------|------|--------|-----------------|-------------|-----------------|
| No. | Status | Name | Number | Date | Туре | Action | Data | Score | Attachments |
| 11 | | AMEND SUBSECTION 26 PROOF OF LOSS AND LEGAL PROCEEDINGS ENDORSEMENT | 14-02- 19797 | (03/2013) | END | New | | | 14-02-19797.pdf |
| 12 | | NOTICE OF TERMINATION ENDORSEMENT | 14-02- 19876 | (04/2013) | END | New | | | 14-02-19876.pdf |
| 13 | | AMEND DEFINITION OF PROPERTY ENDORSEMENT | 14-02- 20062 | (10/2013) | END | New | | | 14-02-20062.pdf |
| 14 | | AMEND INSURING CLAUSE 1 ENDORSEMENT | 14-02- 22144 | (09/2016) | END | New | | | 14-02-22144.pdf |
| 15 | | INSURED CLUB AND INSURED DISTRICT EXCLUSION ENDORSEMENT | 14-02- 22154 | (09/2016) | END | New | | | 14-02-22154.pdf |

Form Type Legend:

| ABE | Application/Binder/Enrollment | ADV | Advertising |
|-----|--|-----|----------------------------------|
| BND | Bond | CER | Certificate |
| CNR | Canc/NonRen Notice | DEC | Declarations/Schedule |
| DSC | Disclosure/Notice | END | Endorsement/Amendment/Conditions |
| ERS | Election/Rejection/Supplemental Applications | ОТН | Other |

ENDORSEMENT

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Effective date of this endorsement: <TRXEFFDATE>

Company: <CARRNAME>

Endorsement No. <EN>

To be attached to and

form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

SPECIFIC ENTITY EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is agreed that the term **Insured** as defined in Subsection 11 Definitions of this coverage section shall not include <ENTITY>.

Accordingly, no coverage will be available under this coverage section for loss sustained by <ENTITY>.

The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this policy shall remain unchanged.

<ENDSIG>

ENDORSEMENT

<COVSECT>

Effective date of this endorsement: <TRXEFFDATE>

Company: <CARRNAME>

Endorsement No. <EN>

To be attached to and

form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

AMEND DEFINITION OF EMPLOYEE ENDORSEMENT

In consideration of the premium charged, it is agreed that the term **Employee**, as defined in Subsection 11., Definitions, of this coverage section is amended to delete paragraph (a) and replace it with the following:

- (a) (i) natural person while in the regular service of an **Organization** in the ordinary course of such **Organization**'s business, whom such **Organization** compensates by **Salary** and has the right to govern and direct in the performance of such service, including any part-time or seasonal employee;
 - (ii) natural person while in the regular service of an **Organization** in the ordinary course of such **Organization's** business, whom such **Organization** has the right to govern and direct in the performance of such service and is assigned to perform such service by any agency furnishing leased personnel or temporary personnel on a contingent or part-time basis; provided that **Employee** shall not include such a natural person, and no coverage will be available under this coverage section for loss caused by such a natural person, if such loss is covered under any bond, indemnity or insurance held by the agency furnishing such personnel;

The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this policy shall remain unchanged.

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| Authorized Representative | |

<COVSECT>

Effective date of

this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and

form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

AMEND OTHER INSURANCE ENDORSEMENT

In consideration of the premium charged, it is agreed that:

(1) Subsection 24., Limits of Liability and Retention, of this Coverage Section is amended to include the following:

If the **Insured** receives payment under another policy or bond, including but not limited to <POLICYNAMEFULL>, Policy No. <POLICYNUMBER>, issued by <INSURANCECOMPANY> to <ENTITY> (the "**Other Crime Policy**"), after applying a retention, for loss also covered hereunder, then the applicable Retention set forth in the Declarations for this coverage section shall be reduced, up to the amount of such Retention, by the sum of:

- (a) the retention previously applied to such loss, and
- (b) any amount paid with respect to such loss under such other policy or bond.
- (2) Subsection 29., Other Insurance, of this Coverage Section is deleted and replaced with the following:

If any **Insured** or any other party in interest in any loss covered by this Coverage Section has any bond, indemnity or insurance, including but not limited to <POLICYNAMEFULL>, Policy No. <POLICYNUMBER>, issued by <INSURANCECOMPANY> to <ENTITY> (the "Other Crime Policy"), which would cover such loss in whole or in part in the absence of this Coverage Section, then this Coverage Section shall be null and void to the extent of the amount recoverable or received under such bond, indemnity or insurance, including but not limited to the Other Crime Policy; provided that this Coverage Section shall cover such loss, subject to its limitations, conditions, provisions and other terms, to the extent of the amount of such loss in excess of the amount recoverable or received under such bond, indemnity or insurance including, but not limited to the Other Crime Policy.

(3) Nothing in this endorsement is meant nor shall it be construed to obligate the Company to comply with the terms and conditions of any other insurance policy or bond including but not limited to the **Other Crime Policy**.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

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<COVSECT>

Effective date of

this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and

form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

ADDITIONAL INSURED ENDORSEMENT

In consideration of the premium charged, it is agreed that solely with respect to Insuring Clause 1 Employee Theft Coverage of this coverage section, the term **Insured** as defined in Subsection 11., Definitions, is amended to include each individual listed below, but only with respect to **Theft** of **Money** or **Securities** from his or her personal account or **Forgery** or alteration of a **Financial Instrument** drawn upon his or her personal account committed by an **Employee** acting alone or in collusion with others. The Company's maximum liability for loss sustained by such individual resulting from **Theft** of **Money** or **Securities** from his or her personal account or **Forgery** or alteration of a **Financial Instrument** drawn upon his or her personal account committed by an **Employee** acting alone or in collusion with others shall be the sublimit set forth opposite of the name of such individual in the Schedule below, which amount shall be part of, and not in addition to, the Limit of Liability for Insuring Clause 1 Employee Theft Coverage set forth in Item 2(A) of the Declarations for this coverage section and shall be excess over the applicable Retention set forth opposite the name of such individual in the Schedule below.

SCHEDULE

| NAME OF INDIVIDUAL | <u>SUBLIMIT</u> | RETENTION |
|--------------------|-----------------------|-------------------------|
| <name></name> | <sublimit></sublimit> | <retention></retention> |

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

| <endsig></endsig> | |
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| Authorized Representative | |

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Effective date of this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

AMEND VALUATION AND FOREIGN CURRENCY SUBSECTION ENDORSEMENT

In consideration of the premium charged, it is agreed that subparagraph (c) of Subsection 27, Valuation and Foreign Currency, of this Coverage Section is deleted and replaced with the following:

(c) the cost to repair or replace **Property**, other than precious metals, with that of similar quality and value at the time the **Organization** complies with Subsection 26, Proof of Loss and Legal Proceedings, regarding the furnishing of proof of loss;

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

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Effective date of this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

AMEND DEFINITION OF EXECUTIVE ENDORSEMENT

In consideration of the premium charged, it is agreed that the definition of **Executive**, as set forth in Subsection 11., Definitions, of this Coverage Section is amended to include any natural person duly elected or appointed director or trustee of the Audit Committee of an **Organization**.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

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<COVSECT>

Effective date of

this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and

form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

AMEND DEFINITION OF EMPLOYEE ENDORSEMENT (INDEPENDENT CONTRACTOR WITH SUBLIMIT AND SEPARATE RETENTION)

In consideration of the premium charged, it is agreed that:

- (1) The term **Employee**, as defined in Subsection 11, Definitions, of this Coverage Section, is amended to include any natural person independent contractor while in the regular service of an **Organization** in the ordinary course of such **Organization's** business, pursuant to a written contract between such **Organization** and such natural person independent contractor for services (a "Contractual Independent Contractor").
- (2) Subsection 13 Exclusion (a) of this Coverage Section is amended to read in its entirety as follows:
 - (a) loss caused by any agent, broker, factor, commission merchant, consignee, contractor, independent contractor (other than a Contractual Independent Contractor), subcontractor or other similar representative; or
- (3) With respect to the Contractual Independent Contractor coverage afforded pursuant to paragraph (1) above, Item 2., of the Declarations for this Coverage Section is amended to include the following "Sublimit of Liability" and "Deductible Amount":

Contractual Independent Contractor: Sublimit of Liability: Deductible Amount:

<SUBLIMIT> <DEDAMT>

It is agreed that the **Company's** maximum liability for each loss for which coverage is afforded pursuant to paragraph (1) above, shall not exceed the "Sublimit of Liability" amount set forth above, which amount is part of, and not in addition to, the Limit of Liability applicable to such loss, as set forth in Item 2 of the Declarations for this Coverage Section.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

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Effective date of

this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and

form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

BLANKET PERSONAL ACCOUNTS COVERAGE ENDORSEMENT

In consideration of the premium charged, it is agreed that:

- (1) Solely with respect to Insuring Clause 1. Employee Theft Coverage of this Coverage Section, the Company will pay the Insured, on behalf of an Executive, for direct loss resulting from Theft of Money or Securities from the Executive's Personal Account, or Forgery or alteration of a Personal Financial Instrument drawn upon the Executive's Personal Account, committed by an Employee acting alone or in collusion with others.
- (2) The term "Personal Account" means any account that is owned, or controlled directly or indirectly through another entity (other than the **Insured**) by an **Executive**.
- (3) The term "Personal Financial Instrument" means checks, drafts or similar written promises, orders or directions to pay a sum certain in money, that are made, drawn by or drawn upon an **Executive**, or any entity owned or controlled by an **Executive** (other than the **Insured**), or that are purported to have been so made or drawn.
- (4) The term **Client** as defined in Subsection 11, Definitions, of this Coverage Section, shall not include any current or past **Executive**, or any entity owned, or controlled directly or indirectly by any current or past **Executive**.
- (5) The term **Theft** as defined in Subsection 11, Definitions, of this Coverage Section, shall not include **Property** owned or held by an **Executive**.
- (6) The Company's maximum liability for each loss shall not exceed \$<SUBLIMITMAX1MILL>, which amount shall be part of, and not in addition to, the Limit of Liability for Insuring Clause 1 Employee Theft Coverage as set forth in Item 2(A) of the Declarations for this Coverage Section, and shall be excess of a \$<RETAMT> Retention.

| The title and any headings in this endorsement/rider are so conditions of coverage. | lely for convenience and form no part of the terms and |
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| All other terms, conditions and limitations of this Policy sha | Il remain unchanged. |
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Effective date of

this endorsement/rider: <TRXEFFDATE> <CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

SCHEDULED PERSONAL ACCOUNTS COVERAGE ENDORSEMENT

In consideration of the premium charged, it is agreed that:

- (1) Solely with respect to Insuring Clause 1. Employee Theft Coverage of this Coverage Section, the Company will pay the **Insured**, on behalf of an Named Executive, for direct loss resulting from **Theft** of **Money** or **Securities** from a Named Executive's Personal Account, or **Forgery** or alteration of a Personal Financial Instrument drawn upon the Named Executive's Personal Account, committed by an **Employee** acting alone or in collusion with others.
- (2) The term "Named Executive" means the only those natural persons or the holders of positions included in the Schedule below.
- (3) The term "Personal Account" means any account that is owned, or controlled directly or indirectly through another entity (other than the **Insured**) by a Named Executive.
- (4) The term "Personal Financial Instrument" means checks, drafts or similar written promises, orders or directions to pay a sum certain in money, that are made, drawn by or drawn upon a Named Executive, or any entity owned or controlled by any Named Executive (other than the **Insured**), or that are purported to have been so made or drawn.
- (5) The term **Client** as defined in Subsection 11, Definitions, of this Coverage Section, shall not include any current or past **Executive**, or any entity owned or controlled, directly or indirectly by any current or past **Executive**.
- (6) The term **Theft** as defined in Subsection 11, Definitions, of this Coverage Section, shall not include **Property** owned or held by an **Executive**.
- (7) The Company's maximum liability for loss sustained by the **Insured** on behalf of the Named Executive resulting from **Theft** of **Money** or **Securities** from his or her Personal Account or **Forgery** upon his or her Personal Account committed by an **Employee** acting alone or in collusion with others shall be the sublimit set forth opposite of the name of the individual, which amount shall be part of, and not in addition to, the Limit of Liability for Insuring Clause 1. Employee Theft Coverage as set forth in Item 2(A) of the Declarations for this Coverage Section, and shall be excess over the applicable Retention set forth opposite the name of such individual in the Schedule below.

SCHEDULE

| Named Executive | Sublimit | Retention |
|---------------------|--|----------------------|
| <name(s)></name(s)> | \$ <sublimitmax1mill></sublimitmax1mill> | \$ <retamt></retamt> |

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

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| Authorized Representative | |

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Effective date of this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

NOTICE OF TERMINATION ENDORSEMENT

In consideration of the premium charged, it is agreed that solely with respect to the coverage section identified above, Subsection 17, Termination of Policy or Coverage Section, of the General Terms and Conditions Section is amended to include the following:

If the Crime Coverage Section is terminated or non-renewed for any reason, the Company will give thirty (30) days notice of such termination or non-renewal to:

<ADDRESS>

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

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| <covsect></covsect> | |
|---|---|
| Effective date of this endorsement: <trxeffdate></trxeffdate> | Company: <carrname></carrname> |
| | Endorsement No. <en></en> |
| | To be attached to and form a part of Policy No. <policyno></policyno> |
| Issued to: <acctname></acctname> | |
| | at the first sentence of Subsection 26 Proof of Loss and Legal aced with the following: |
| · | ganization or Discovery shall be deemed knowledge possessed |
| coverage. | y for convenience and form no part of the terms and conditions of |
| All other terms, conditions and limitations of this policy s | hall remain unchanged. |
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| | <endsig></endsig> |
| | Authorized Representative |
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Effective date of

this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and

form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

NOTICE OF TERMINATION ENDORSEMENT

In consideration of the premium charged, it is agreed that if this coverage section is terminated by the Company, the Company will endeavor to give <DAYS1> (<DAYSNUMBER>) days advance notice to the respective entity listed in the SCHEDULE below at its respective address, but failure to provide such notice shall not impair, delay or negate the effectiveness of such termination, nor shall it impose any obligation or liability of any kind on the Company, its agents or representatives.

SCHEDULE:

Entity: Address: <ADDRESS>

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

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| END | ORSEMENT/RIDE | | |
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| Effective date of this endorsement/rider: <trxeffdate> <carrname></carrname></trxeffdate> | | | |
| Endorsement/Rider No. <en></en> | | | |
| To be attached to and form a part of Policy No. <policyno></policyno> | > | | |
| Issued to: <acctname></acctname> | | | |
| AMEND DEFINITION OF PROPERTY ENDORSEMENT | | | |
| In consideration of the premium charged, it is agreed that the definition of Property as set forth Subsection 11., Definitions, of this Coverage Section is amended to include the following: | in | | |
| Property shall not include any art work that is owned, in the collection of, or possessed by an Organization . | | | |
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| The title and any headings in this endorsement/rider are solely for convenience and form no part conditions of coverage. | t of the terms and | | |
| All other terms, conditions and limitations of this Bond shall remain unchanged. | | | |
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<COVSECT>

Effective date of

this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and

form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

AMEND INSURING CLAUSE 1 ENDORSEMENT

In consideration of the premium charged, it is agreed that the following changes are made:

1. Employee Theft Coverage Insuring Clause 1 of this Coverage Section is deleted and replaced with the following:

Employee Theft Coverage Insuring Clause 1

- The Company shall pay the Organization for direct loss of Money, Securities or Property sustained by an Insured resulting from Theft or Forgery committed by an Employee, whether identified or not, acting alone or in collusion with others.
- 2. No coverage will be available under Insuring Clause 1, 5 or 9 for loss, or that part of any loss, the proof of which as to its existence or amount is dependent solely upon:
 - (a) an inventory computation or physical count; or
 - (b) a profit and loss computation,

provided that where the **Organization** establishes wholly apart from such computations or physical count that the **Insured** has sustained a loss covered under Insuring Clause 1, 5 or 9, then the **Insured** may offer a **Client's** or its own inventory records and an actual physical count of inventory in support of other evidence as to the amount of loss claimed.

3. The third paragraph after subparagraph (e) in Section 26, Proof of Loss and Legal Proceedings, of this Coverage Section is deleted.

| The title and any headings in this endorsement/rider are sol conditions of coverage. | ely for convenience and form no part of the terms and |
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| All other terms, conditions and limitations of this Policy shall | remain unchanged. |
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| Au | thorized Representative |
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Effective date of

this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and

form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

INSURED CLUB AND INSURED DISTRICT EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is agreed that:

- (1) Solely with respect to this Coverage Section, the definition of **Organization** in Section II, Definitions, of the General Terms and Conditions shall not include any **Insured Club** or **Insured District**.
- (2) Accordingly, no coverage will be available under this Coverage Part for loss sustained by any **Insured Club** or **Insured District**.
- (3) Subsection 11, Definitions, of this Coverage Section is amended to add the following:

Insured Club means each "Kiwanis Club" designated as such in the Kiwanis International Policies and Procedures, Section 300: CLUBS (as revised by the Kiwanis International Board October 2014) and any **Insured Persons** thereof.

Insured District means each "District" designated as such in the Kiwanis International Policies and Procedures, Section 200: DISTRICTS (as revised by the Kiwanis International Board October 2014) and any **Insured Persons** thereof.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

| <endsig></endsig> | |
|---------------------------|--|
| Authorized Representative | |

SERFF Tracking #: ACEH-132180667 State Tracking #: Company Tracking #: 19-PR-2017627

State: District of Columbia First Filing Company: Executive Risk Indemnity Inc., ...

TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations

Product Name: ForeFront Portfolio - Not For Profit Organizations

Project Name/Number: Crime Endorsements/19-PR-2017627

Supporting Document Schedules

| Bypassed - Item: | Readability Certificate |
|-------------------|---|
| Bypass Reason: | N/A |
| Attachment(s): | |
| Item Status: | |
| Status Date: | |
| | |
| Bypassed - Item: | Consulting Authorization |
| Bypass Reason: | N/A |
| Attachment(s): | |
| Item Status: | |
| Status Date: | |
| | |
| Bypassed - Item: | Copy of Trust Agreement |
| Bypass Reason: | N/A |
| Attachment(s): | |
| Item Status: | |
| Status Date: | |
| | |
| Bypassed - Item: | Expedited SERFF Filing Transmittal Form |
| Bypass Reason: | N/A |
| Attachment(s): | |
| Item Status: | |
| Status Date: | |
| | |
| Satisfied - Item: | Explanatory Memorandum |
| Comments: | |
| Attachment(s): | EM generic states.pdf |
| Item Status: | |
| Status Date: | |
| | |



FORM EXPLANATORY MEMORANDUM

Product Name: Forefront Portfolio Not-For-Profit

Policy Form Number: 14-02-10194/C33781 - Crime Coverage Section

Filing/Pipeline Number: 19-PR-2017627

| | | | | | | | Rate / Premium |
|-------------|---------------------|---------|--|---|-------------|--------------------|-------------------|
| | | New/ | | | Mandatory / | Broaden , Restrict | Impact? |
| Form Number | Edition Date | Revised | Form Name/Title | Usage Rules | Optional | or Clarify | (Y/N) |
| 14-02-8758 | 8/2003 | New | Specific Entity Exclusion Endorsement | Exclude specific Entity | Optional | Clarify | N |
| | | | | Assessed a definition of Francisco to include | | | |
| | | | | Amends defintion of Employee to include | | | |
| | | | | leased or temporary personal furnished by | | | |
| | _ | | | agency; provides coverage for loss caused | | | |
| 14-02-8931 | 4/2008 | New | Amend Definition of Employee Endorsement | such persons if not covered by agency. | Optional | Clarify | N |
| | | | | Amends Other Insurance to be excess over | | | |
| | | | | specific crime policy; reduces retention by any | | | |
| | | | | deductible or payment made under other | | | |
| 14-02-13549 | 04/2008 | New | Amend Other Insurance Endorsement | crime policy. | Optional | Clarify | N |
| | | | | Provides coverage for personal accounts of | | | |
| | | | | specific individuals under Employee Theft | | | |
| 14-02-14052 | 01/2009 | New | Additional Insured Endorsement | Clause with separate sublimit and retention. | Optional | Clarify | N |
| | | | | | | | |
| | | | Amend Valuation and Foreign Currency Subsection | Amends valuation section to replace/repair | | | |
| 14-02-14223 | 04/2008 | New | Endorsement | costs; deletes actual cash valuation. | Optional | Clarify | N |
| | | | | Amends defintion of executive to include | | | |
| | | | | director or trustee of audit committee of | | | |
| 14-02-14272 | 06/2008 | New | Amend Definition of Executive Endorsement | organization. | Optional | Clarify | N |
| | | | Amend Definition of Employee Endorsement | Amend definition of Employee to include | | | |
| | | | (Independent Contractor with Sublimit and Separate | Independent Contractor with sublimit and | | | |
| 14-02-14339 | 07/2008 | New | Retention) | separate retention. | Optional | Clarify | N |
| | | | DI ANIKET DEDCOMAL ACCOUNTS COVEDAGE | Describes blood at a consequence | | | |
| | 0.1/0.010 | | BLANKET PERSONAL ACCOUNTS COVERAGE | Provides blanket personal accounts coverage | | a | |
| 14-02-19748 | 01/2013 | New | ENDORSEMENT | with maximum \$1mm sublimit | Optional | Clarify | N |
| | | | SCHEDULED PERSONAL ACCOUNTS COVERAGE | Provides scheduled personal accounts | | | |
| 14-02-19749 | 01/2013 | New | ENDORSEMENT | · · | Optional | Clarify | N |
| 14-02-13/43 | 01/2013 | ivew | EINDON3EINIEIN I | coverage with maximyum \$1mm sublimit | Ориона | Clarity | IN |
| | | | | Provides for 30 days notice of termination to | | | |
| 14-02-19787 | 02/2013 | New | NOTICE OF TERMINATION ENDORSEMENT | a third party | Optional | Clarify | N |
| 17 02 13/0/ | 02/2013 | INCVV | NOTICE OF TERMINATION ENDONSEMENT | a tima party | Οριιστίαι | Clarity | IV |

| | | | | | | | Rate / |
|-------------|---------------------|---------|---|---|-------------|--------------------|---------|
| | | Now/ | | | Mandatani | Dunadan Bastwist | Premium |
| | | New/ | (-1.1 | | Mandatory / | Broaden , Restrict | Impact? |
| Form Number | Edition Date | Revised | Form Name/Title | Usage Rules | Optional | or Clarify | (Y/N) |
| | | | AMEND SUBSECTION 26 PROOF OF LOSS AND LEGAL | Amends knowledge to include specific | | | |
| 14-02-19797 | 03/2013 | New | PROCEEDINGS ENDORSEMENT | Insureds | Optional | Clarify | N |
| | · | | | Amends Notice section to provide advance | • | • | |
| | | | | notice to listed entities of termination of | | | |
| 14-02-19876 | 04/2013 | New | NOTICE OF TERMINATION ENDORSEMENT | coverage section. | Optional | Clarify | N |
| | | | | | | | |
| | | | | Amends definition of Property to exclude | | | |
| 14-02-20062 | 10/2013 | New | AMEND DEFINITION OF PROPERTY ENDORSEMENT | artwork owned by Organization | Optional | Clarify | N |
| | | | | | | | |
| | | | | Adds "whether identified or not" to Insuring | | | |
| 14-02-22144 | 9/2016 | New | Amend Insuring Clause 1 Endorsement | Clause (A) Employee Theft | Optional | Clarify | N |
| | | | | Amends definition to Include Insured Club and | • | · · | |
| | | | | Insured District. For use by Kiwanis Club | | | |
| 14-02-22154 | 9/2016 | New | Insured Club and Insured District Exclusion | Organizations. | Optional | Clarify | N |

Please be advised that we are working to add the forms to our internal rating and policy issuance system. Once this is finalized, the final forms may be formatted differently due to systems constraints. However, the language and punctuation will be the same. We hereby inform you, we will not refile the system generated forms unless otherwise requested in response to this filing.